

Klarfeld, Joshua

From: Kristen Johnson <kristenj@hbsslaw.com>
Sent: Wednesday, June 03, 2015 3:59 PM
To: Klarfeld, Joshua
Cc: Fredric Ellis; Matthew.Moriarty@TuckerEllis.com; dmr@michaelsward.com; Thomas, Joseph; Edward Notargiacomo; Joseph Makalusky; Thomas Sobol
Subject: Re: NECC - Notices of Dismissal

Rick and the PSC are tied up for the next couple days with other matters. We will get back to you when we can.

Sent from my iPhone

On Jun 3, 2015, at 3:33 PM, Klarfeld, Joshua <jklarfeld@ulmer.com<mailto:jklarfeld@ulmer.com>> wrote:

Rick,

We have now confirmed that GDC has not filed an answer in any case in which it was named. Accordingly, a simple notice of dismissal with prejudice would suffice for GDC for those cases (a stipulation may cause other concerns). We have taken the liberty of preparing a global notice of dismissal for all cases in which GDC has been named, leaving only the signature block to be filled in. That proposed document is attached.

Please let me know whether this will be acceptable, as it meets the "one-size-fits-all" criteria at least for the cases against GDC. If, for whatever reason, plaintiffs will not sign off on this, we intend to join Ameridose's proposed motion for an order to show cause, though we think that should be unnecessary.

Please let me know as soon as possible whether our proposal is acceptable so we can plan accordingly.

Thanks in advance, and please feel free to contact me with any questions.

Joshua

Joshua A. Klarfeld
Ulmer & Berne LLP
216.583.7192
From: Klarfeld, Joshua
Sent: Sunday, May 31, 2015 2:55 PM
To: Fredric Ellis
Cc: Matthew.Moriarty@TuckerEllis.com<mailto:Matthew.Moriarty@TuckerEllis.com>; dmr@michaelsward.com<mailto:dmr@michaelsward.com>; Thomas, Joseph; Kristen Johnson (kristenj@hbsslaw.com<mailto:kristenj@hbsslaw.com>); Edward Notargiacomo (EdwardNotargiacomo@hbsslaw.com<mailto:EdwardNotargiacomo@hbsslaw.com>); Joseph Makalusky
Subject: Re: NECC - Notices of Dismissal

Rick,

I will call you on Monday, but if we change this to a stipulation of dismissal with prejudice, that would work in cases both with and without answers.

Joshua

Sent from my iPhone

On May 31, 2015, at 2:29 PM, Fredric Ellis <fellis@ellisrapacki.com<mailto:fellis@ellisrapacki.com>> wrote: Joshua—thank you for the suggestion. We were looking for a single “one size fits all” solution to the issue and several settling defendants have filed answers in cases so this doesn’t do it. I will be in the office on Monday if you want to discuss. 617-523-4800.

Rick

From: Klarfeld, Joshua [mailto:jklarfeld@ulmer.com]
Sent: Friday, May 29, 2015 2:23 PM
To: Fredric Ellis
Cc: Matthew.Moriarty@TuckerEllis.com<mailto:Matthew.Moriarty@TuckerEllis.com>; dmr@michaelsward.com<mailto:dmr@michaelsward.com>; Thomas, Joseph
Subject: NECC - Notices of Dismissal

Rick,

It was good speaking with you yesterday at the status conference. We are considering our options for dismissal and propose the following with respect to GDC (and it may apply to Ameridose and MSM as well): GDC has not filed answers or summary judgment motions in any case in the MDL pending against it. Therefore, a notice of dismissal with prejudice filed by plaintiffs in those cases against GDC should be effective without the need for anyone to sign off, and without objection of any other party. We would determine which cases name GDC, and prepare a single notice of dismissal with prejudice that encompasses all those cases, and that notice could then be filed on the MDL docket. Of course, we would like to see that notice on file on June 4, 2015.

Please let me know if the PSC is agreeable to this proposal.

Thanks in advance and have a great weekend.

Joshua

Joshua A. Klarfeld <<http://www.ulmer.com/attorneys/Klarfeld-Joshua-A.aspx#klarfeld-joshua-a.aspx?t=overview>>
jklarfeld@ulmer.com <mailto:jklarfeld@ulmer.com>

Ulmer & Berne LLP
1660 West 2nd Street, Suite 1100
Cleveland, Ohio 44113-1448
[ulmer.com](http://www.ulmer.com) <<http://www.ulmer.com>>

p 216.583.7192 | f 216.583.7193 | c 216.570.8007
LinkedIn<<http://www.linkedin.com/pub/joshua-klarfeld/6/342/1a0>> |
Twitter<https://twitter.com/Ulmer_Berne> | Facebook<<https://www.facebook.com/ulmer.berne.llp>>

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<image002.jpg>

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<1175120(2)_GDC - Dismissal Entry.DOCX>

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
(at Boston)**

<hr/> IN RE: NEW ENGLAND COMPOUNDING PHARMACY, INC. PRODUCTS LIABILITY LITIGATION) Master File No. 1:13-MD-2419-RWZ) MDL Docket No. 2419) This Document Relates To:))) <i>May v. Ameridose, LLC, et al.</i>) 1:13-cv-12234) <i>Carman v. Ameridose, LLC, et al.</i>) 1:13-cv-12238) <i>Wiley v. Ameridose, LLC, et al.</i>) 1:13-cv-12305) <i>Schulz v. Ameridose, LLC, et al.</i>) 1:13-cv-12311) <i>Hester v. Ameridose, LLC, et al.</i>) 1:13-cv-12315) <i>Davis v. Ameridose, LLC, et al.</i>) 1:13-cv-12426) <i>Alexander v. Ameridose, LLC, et al.</i>) 1:13-cv-12428) <i>Bequette v. Ameridose, LLC, et al.</i>) 1:13-cv-12429) <i>Norwood v. Ameridose, LLC, et al.</i>) 1:13-cv-12430) <i>Kirkwood v. Ameridose, LLC, et al.</i>) 1:13-cv-12431) <i>Parman v. Ameridose, LLC, et al.</i>) 1:13-cv-12433) <i>Williams v. Ameridose, LLC, et al.</i>) 1:13-cv-12434) <i>Phillip Tyree v. Ameridose, LLC, et al.</i>) 1:13-cv-12479) <i>Gobble v. Ameridose LLC, et al.</i>) 1:13-cv-12480) <i>Siler v. Ameridose, LLC, et al.</i>) 1:13-cv-12489) <i>Dingess v. Ameridose, LLC, et al.</i>) 1:13-cv-12490) <i>Nealon v. Ameridose, LLC, et al.</i>) 1:13-cv-12491) <i>Farmer v. Ameridose, LLC, et al.</i>) 1:13-cv-12492) [CONTINUED ON NEXT PAGE]
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<i>Knight v. Ameridose, LLC, et al.</i>)	<i>Chambers v. Ameridose, LLC, et al.</i>
1:13-cv-12563)	1:13-cv-12591
<i>Reed v. Ameridose, LLC, et al.</i>	)	<i>Kirby v. Ameridose, LLC, et al.</i>
1:13-cv-12565	)	1:13-cv-12592
<i>Youree v. Ameridose, LLC, et al.</i>	)	<i>Young v. Ameridose, LLC, et al.</i>
1:13-cv-12566	)	1:13-cv-12594
<i>Settle v. Ameridose, LLC, et al.</i>	)	<i>Bray v. Ameridose, LLC, et al.</i>
1:13-cv-12569	)	1:13-cv-12596
<i>Miller v. Ameridose, LLC, et al.</i>	)	<i>Willis v. Ameridose, LLC, et al.</i>
1:13-cv-12570	)	1:13-cv-12597
<i>Ferguson v. Ameridose, LLC, et al.</i>	)	<i>Richards v. Ameridose, LLC, et al.</i>
1:13-cv-12571	)	1:13-cv-12603
<i>Lodowski v. Ameridose, LLC, et al.</i>	)	<i>Besaw v. Ameridose, LLC, et al.</i>
1:13-cv-12572	)	1:13-cv-12604
<i>Pruitt v. Ameridose, LLC, et al.</i>	)	<i>Hurt v. Ameridose, LLC, et al.</i>
1:13-cv-12573	)	1:13-cv-12605
<i>Mathias v. Ameridose, LLC, et al.</i>	)	<i>Noble v. Ameridose, LLC, et al.</i>
1:13-cv-12574	)	1:13-cv-12606
<i>Skelton v. Ameridose, LLC, et al.</i>	)	<i>McCulloch v. Ameridose, LLC, et al.</i>
1:13-cv-12575	)	1:13-cv-12610
<i>Knihtila v. Ameridose, LLC, et al.</i>	)	<i>Brinton v. Ameridose, LLC, et al.</i>
1:13-cv-12576	)	1:13-cv-12612
<i>Sharer v. Ameridose, LLC, et al.</i>	)	<i>Robnett v. Ameridose, LLC, et al.</i>
1:13-cv-12577	)	1:13-cv-12613
<i>Scott v. Ameridose, LLC, et al.</i>	)	<i>Meeker v. Ameridose, LLC, et al.</i>
1:13-cv-12578	)	1:13-cv-12616
<i>Collins v. Ameridose, LLC, et al.</i>	)	<i>Lemberg v. Ameridose, LLC, et al.</i>
1:13-cv-12580	)	1:13-cv-12617
<i>Graham v. Ameridose, LLC, et al.</i>	)	<i>Slatton v. Ameridose, LLC, et al.</i>
1:13-cv-12581	)	1:13-cv-12618
<i>Savercool v. Ameridose, LLC, et al.</i>	)	<i>Barger v. Ameridose, LLC, et al.</i>
1:13-cv-12583	)	1:13-cv-12619
<i>Ziegler v. Ameridose, LLC, et al.</i>	)	<i>Sellers v. Ameridose, LLC, et al.</i>
1:13-cv-12588	)	1:13-cv-12620
<i>Eggleston v. Ameridose, LLC, et al.</i>	)	<i>Johnson v. Ameridose, LLC, et al.</i>
1:13-cv-12589	)	1:13-cv-12621
<i>Koonce v. Ameridose, LLC, et al.</i>	)	<i>Hill v. Ameridose, LLC, et al.</i>
1:13-cv-12590	)	1:13-cv-12622
<i>Montee v. BKC Pain Specialists, LLC,</i>	)	<i>Wanta v. Ameridose, LLC, et al.</i>
<i>et al.</i>	)	1:13-cv-12623
1:13-cv-12657	)	<i>Martin v. Ameridose, LLC, et al.</i>
<i>Cooper v. BKC Pain Specialists, LLC,</i>	)	1:13-cv-12624
<i>et al.</i>	)	<i>McElwee v. Ameridose, LLC, et al.</i>
1:13-cv-12658	)	1:13-cv-12625
	)	[CONTINUED ON NEXT PAGE]

<i>Cooper v. BKC Pain Specialists, LLC, et al.</i>	)	<i>Pierce v. Ameridose, LLC, et al.</i>
1:13-cv-12659	)	1:13-cv-12733
<i>Redkevitch v. Ameridose, LLC, et al.</i>	)	<i>Adamson v. Ameridose, LLC, et al.</i>
1:13-cv-12666	)	1:13-cv-12734
<i>Devine v. Ameridose, LLC, et al.</i>	)	<i>Garland v. Ameridose, LLC, et al.</i>
1:13-cv-12667	)	1:13-cv-12736
<i>Bryant v. Ameridose, LLC, et al.</i>	)	<i>Wray v. Ameridose, et al.</i>
1:13-cv-12668	)	1:13-cv-12737
<i>Ruhl v. Ameridose, LLC, et al.</i>	)	<i>Barnard v. Ameridose, LLC, et al.</i>
1:13-cv-12670	)	1:13-cv-12738
<i>Taylor v. Ameridose, LLC, et al.</i>	)	<i>Osborne v. Ameridose, LLC, et al.</i>
1:13-cv-12673	)	1:13-cv-12739
<i>Bumgarner v. Ameridose, LLC, et al.</i>	)	<i>Rhind v. Ameridose, LLC, et al.</i>
1:13-cv-12679	)	1:13-cv-12740
<i>Weaver v. Ameridose, LLC, et al.</i>	)	<i>Fuelling v. Ameridose, LLC, et al.</i>
1:13-cv-12681	)	1:13-cv-12741
<i>Norris v. Ameridose, LLC, et al.</i>	)	<i>McDavid v. Ameridose, LLC, et al.</i>
1:13-cv-12682	)	1:13-cv-12742
<i>Smith v. Ameridose, LLC, et al.</i>	)	<i>Lovelace v. Ameridose, LLC, et al.</i>
1:13-cv-12684	)	1:13-cv-12772
<i>Foster v. Ameridose, LLC, et al.</i>	)	<i>Ragland v. Ameridose, LLC, et al.</i>
1:13-cv-12686	)	1:13-cv-12778
<i>Palmer v. Ameridose, LLC, et al.</i>	)	<i>McKee v. Ameridose, LLC, et al.</i>
1:13-cv-12688	)	1:13-cv-12779
<i>McKinney v. Ameridose, LLC, et al.</i>	)	<i>Pelters v. Ameridose, LLC, et al.</i>
1:13-cv-12692	)	1:13-cv-12780
<i>Temple v. Ameridose, et al.</i>	)	<i>Sullivan v. Ameridose, LLC, et al.</i>
1:13-cv-12696	)	1:13-cv-12781
<i>Burns v. Ameridose, LLC, et al.</i>	)	<i>Russell v. Ameridose, LLC, et al.</i>
1:13-cv-12697	)	1:13-cv-12794
<i>Higdon v. Ameridose, LLC, et al.</i>	)	<i>Jenkins v. Ameridose, LLC, et al.</i>
1:13-cv-12718	)	1:13-cv-12807
<i>Denson v. Ameridose, LLC, et al.</i>	)	<i>Rybinski v. Ameridose, LLC, et al.</i>
1:13-cv-12729	)	1:13-cv-12818
<i>Brock v. Ameridose, LLC, et al.</i>	)	<i>Minor v. Ameridose, LLC, et al.</i>
1:13-cv-12731	)	1:13-cv-12836
<i>Peay v. Ameridose, LLC, et al.</i>	)	<i>Berry v. Ameridose, LLC, et al.</i>
1:13-cv-12843	)	1:13-cv-12838
<i>Lapiska v. Ameridose, et al.</i>	)	<i>Demps v. Ameridose, LLC, et al.</i>
1:13-cv-12914	)	1:13-cv-12840
<i>Johnson v. Ameridose, LLC, et al.</i>	)	<i>Deol v. Ameridose, LLC, et al.</i>
1:13-cv-12915	)	1:13-cv-12841
<i>Pellicone v. Ameridose, LLC, et al.</i>	)	<i>Neely v. Ameridose, LLC, et al.</i>
1:13-cv-12916	)	1:13-cv-12842
	)	[CONTINUED ON NEXT PAGE]

<i>Reed v. Ameridose, LLC, et al.</i>	)	<i>Patel v. Ameridose, LLC, et al.</i>
1:13-cv-12917	)	1:14-cv-10163
<i>Cox v. Ameridose, LLC, et al.</i>	)	<i>Sawyers v. Ameridose, LLC, et al.</i>
1:13-cv-12918	)	1:14-cv-10211
<i>Hubbard v. Ameridose, et al.</i>	)	<i>Potts v. Ameridose, LLC, et al.</i>
1:13-cv-12922	)	1:14-cv-10250
<i>Jackson v. Ameridose, et al.</i>	)	<i>Seiber v. Ameridose, LLC, et al.</i>
1:13-cv-12923	)	1:14-cv-10273
<i>Hulsey v. New England Compounding</i>	)	<i>Brady v. Cincinnati Pain Management</i>
<i>Pharmacy, Inc., et al.</i>	)	<i>Consultants, Ltd, et al.</i>
1:13-cv-12961	)	1:14-cv-10284
<i>Martin v. Ameridose, LLC, et al.</i>	)	<i>Marshall v. Cadden, et al.</i>
1:13-cv-12973	)	1:14-cv-10285
<i>Keys v. New England Compounding</i>	)	<i>Sucharzewski v. Sunrise Hospital and Medical</i>
<i>Pharmacy, Inc., et al.</i>	)	<i>Center, LLC, et al.</i>
1:13-cv-12998	)	1:14-cv-10361
<i>Rennells v. New England</i>	)	<i>Eldreth v. Sunrise Hospital and Medical</i>
<i>Compounding Pharmacy, Inc., et al.</i>	)	<i>Center, LLC, et al.</i>
1:13-cv-13080	)	1:14-cv-10362
<i>Judd et al v. Ameridose, LLC, et al.</i>	)	<i>Daugherty v. Total Healthcare Consultants,</i>
1:13-cv-13120	)	<i>PLLC, et al.</i>
<i>Montague v. Ameridose, LLC, et al.</i>	)	1:14-cv-10430
1:13-cv-13230	)	<i>Witt v. Cincinnati Pain Management</i>
<i>Phillips v. Ameridose, LLC, et al.</i>	)	<i>Consultants, Inc, et al.</i>
1:13-cv-13232	)	1:14-cv-10432
<i>Driscoll v. Ameridose, LLC, et al.</i>	)	<i>Pettit v. Cincinnati Pain Management</i>
1:13-cv-13233	)	<i>Consultants, Inc, et al.</i>
<i>Carter et al v. Ameridose, LLC, et al.</i>	)	1:14-cv-11224
1:14-cv-10041	)	<i>Baker v. Alaunus Pharmaceutical, LLC, et al.</i>
<i>Scheibal v. New England</i>	)	1:14-cv-12421
<i>Compounding Pharmacy, Inc., et al.</i>	)	<i>Denesha v. Alaunus Pharmaceutical, LLC, et</i>
1:14-cv-13174	)	<i>al.</i>
<i>Shanon v. Premier Orthopaedic</i>	)	1:14-cv-12518
<i>Associates Surgical Center, LLC, et</i>	)	<i>John Edward Jeffries et al v. Ameridose LLC,</i>
<i>al.</i>	)	<i>et al.</i>
1:14-cv-13555	)	1:14-cv-12789
<i>Bane v. Inspira Health Network, Inc.,</i>	)	<i>Selwyn Wynstock v. Ameridose LLC, et al.</i>
<i>et al.</i>	)	1:14-cv-12884
1:14-cv-13599	)	<i>Bazikos v. Premier Orthopaedic Associates</i>
<i>Fisher v. Inspira Health Network, Inc.,</i>	)	<i>Surgical Center, LLC, et al.</i>
<i>et al.</i>	)	1:14-cv-13163
1:14-cv-13601	)	<i>Dersch v. Premier Orthopaedic Associates</i>
	)	<i>Surgical Center, LLC, et al.</i>
	)	1:14-cv-13164
	)	<i>[CONTINUED ON NEXT PAGE]</i>

<i>Musselwhite v. Advanced Pain & Anesthesia Consultants, P.C., d/b/a Apac Centers For Pain Management, et al.</i>	)	<i>West v. Inspira Health Network, Inc., et al.</i>
1:14-cv-13676	)	1:14-cv-13165
<i>Kennedy et al v. Advanced Pain & Anesthesia Consultants, P.C., et al.</i>	)	<i>Bolton v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13689	)	1:14-cv-13904
<i>McInnis v. Alaunus Pharmaceutical, LLC, et al.</i>	)	<i>Askins v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13699	)	1:14-cv-13905
<i>LaChance v. Alaunus Pharmaceutical, LLC, et al.</i>	)	<i>Jones v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13700	)	1:14-cv-13907
<i>Houston et al v. Alaunus Pharmaceutical, LLC, et al.</i>	)	<i>Warfile v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13701	)	1:14-cv-13908
<i>Distler v. Alaunus Pharmaceutical, LLC, et al.</i>	)	<i>Campbell v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13707	)	1:14-cv-13909
<i>Mitchell et al v. Alaunus Pharmaceutical, LLC, et al.</i>	)	<i>Akers v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13709	)	1:14-cv-13910
<i>Pinkstaff v. Ameridose, LLC, et al.</i>	)	<i>McCoy v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13719	)	1:14-cv-13911
<i>Overstreet v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>	)	<i>Goff v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13760	)	1:14-cv-13913
<i>Hollywood v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>	)	<i>Schwab v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13951	)	1:14-cv-13914
<i>Stech v. Inspira Health Network, Inc., et al.</i>	)	<i>Roagers v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13952	)	1:14-cv-13915
<i>Styles v. Inspira Health Network, Inc., et al.</i>	)	<i>Campbell v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13953	)	1:14-cv-13916
<i>Trout v. Inspira Health Network, Inc., et al.</i>	)	<i>Rivera v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13954	)	1:14-cv-13943
<i>Howerton v. Inspira Health Network, Inc., et al.</i>	)	<i>Hermens v. Inspira Health Network, Inc., et al.</i>
1:14-cv-13955	)	1:14-cv-13945
	)	<i>Baird v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
	)	1:14-cv-13946
	)	[CONTINUED ON NEXT PAGE]

<i>Frederico v. Inspira Health Network, Inc., et al.</i>	)	<i>Bacigalupo v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13956	)	1:14-cv-13962
<i>Ramos v. Inspira Health Network, Inc., et al.</i>	)	<i>Handy v. Ameridose, LLC, et al.</i>
1:14-cv-13957	)	1:14-cv-14019
<i>Burrell v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>	)	<i>Kase v. Ameridose, LLC, et al.</i>
1:14-cv-13958	)	1:14-cv-14052
<i>Santiago v. Inspira Health Network, Inc., et al.</i>	)	<i>Garcia v. Inspira Health Network, Inc., et al.</i>
1:14-cv-13959	)	1:14-cv-14084
<i>Gonzalez v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>	)	<i>Esposti v. Cadden, et al.</i>
1:14-cv-13949	)	1:14-cv-14086
<i>Kirby v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>	)	<i>McBride v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>
1:14-cv-13960	)	1:14-cv-14152
<i>Morell v. Premier Orthopaedic Associates Surgical Center, LLC, et al.</i>	)	<i>Mayfield v. Ameridose, LLC, et al.</i>
1:14-cv-13961	)	1:14-cv-14177
	)	<i>Gilliam v. Chowdhury, M.D., et al.</i>
	)	1:15-cv-11367
	)	<i>Shaw v. Ameridose, LLC, et al.</i>
	)	4:13-cv-40079
	)	<i>Chapman v. Ameridose, LLC, et al.</i>
	)	4:13-cv-40128

NOTICE OF DISMISSAL WITH PREJUDICE

Pursuant to Fed. R. Civ. P. 41(a)(1)(i), all Plaintiffs in the above-referenced cases hereby voluntarily dismiss with prejudice all claims asserted in these actions as against Defendant GDC Properties Management, LLC (“GDC”). Each party to bear his, her, or its own costs. GDC has not served an Answer or Motion for Summary Judgment in any of the above-referenced cases.

Respectfully submitted,

/s/

[SIGNATURE BLOCK]

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing has been filed with the Clerk of the Court on June __, 2015 using the CM/ECF system which sent notification of this filing to all ECF registered counsel of record via e-mail generated by the Court's ECF system.

/s/ _____